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August 24, 2006

VIA ECF

Honorable Charles P. Sifton
United States District Judge
Eastern District Court of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Charles and Belinda Henfield v. City of New York, et. al.
05 CV 6100 (CPS)(SMG)

Your Honor:

I am an attorney in the office of Michael A. Cardozo, Corporation Counsel of the City of New York, assigned to handle the defense of this action. I respectfully attach the signed Stipulation and Order of Settlement and Dismissal for the Court's endorsement. The original settlement stipulation was previously hand delivered to the Court on July 25, 2006.

It is respectfully requested that the Clerk of Court be directed to dismiss this matter with prejudice.

Thank you for your consideration of this request.

Respectfully submitted,

A handwritten signature in cursive script that reads "Liora Jacobi".

Liora Jacobi [LJ0347]
Special Assistant Corporation Counsel

Enc.

cc: By Fax: 212-643-2901
Michael Hueston, Esq.
350 Fifth Avenue-suite 6110
NY, NY 10118

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
CHARLES HENFIELD; and BELINDA
GUISINTANNER HENFIELD,

Plaintiffs,

-against-

THE CITY OF NEW YORK; COMMISSIONER
RAYMOND. W. KELLY; SERGEANT CLAYTON;
POLICE OFFICER WILLIAM J. RYAN, Shield #30855;
SERGEANT LARRY CHAMBERS; and POLICE
OFFICERS JOHN DOES # 1-5, the individual defendants
sued individually and in their official capacities,

Defendants.
-----X

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

05 CV 6100 (CPS)(SMG)

WHEREAS, plaintiffs commenced this action by filing a complaint on or about
December 30, 2005, alleging violations of their constitutional rights and pendent state claims;
and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability; and

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and
without costs, expenses, or fees in excess of the amounts specified in paragraphs "2" and "3"
below.

2. Defendant City of New York hereby agrees to pay the plaintiff Belinda Henfield the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) and to pay the plaintiff Charles Henfield the sum of Thirty Thousand Dollars (\$30,000.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiffs Belinda and Charles Henfield agree to a dismissal with prejudice of all the claims against defendants the City of New York, Raynond Kelly, William Ryan, Cynthia Clayton and Larry Chambers, and to release all these defendants and any present or former employees or agents of the City of New York and the New York City Police Department, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Each plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a Release based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July 20, 2006

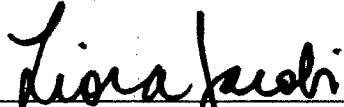
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By:


MICHAEL HUESTON [MH 0731]

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(212) 788-0711

By:


LIORA JACOBI [LJ0347]
Special Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.